

IN THE UNITED STATE DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
Greenbelt Division

CAPITAL BANK, NA
2275 Research Boulevard
Suite 600
Rockville, MD 20850

Plaintiff,

v.

POTOMAC CONSTRUCTION 1525 P STREET, LLC
A District of Columbia limited liability company
1734 20th Street, NW
Suite B
Washington, DC 20009

Serve: CT Corporation System
1015 15th Street, NW
Suite 1000
Washington, DC 20005

And

MATTHEW SHKOR
1738 R Street, NW
Washington, DC 20009

Defendants.

Civil Law No.: _____

**AFFIDAVIT IN SUPPORT OF: COMPLAINT FOR CONFESSED JUDGMENT
AGAINST POTOMAC CONSTRUCTION 1525 P STREET, LLC AND
MATTHEW SHKOR**

On this 19th day of August, 2020, personally appeared Kathleen Yamada, deposes and
says:

1. I am a Chief Credit Officer of Capital Bank, N.A., and my office address is 2275 Research Boulevard, Suite 600, Rockville, MD 20850.

2. I am employed by the Plaintiff, Capital Bank, N.A., holder and lender of the loan account of POTOMAC CONSTRUCTION 1525 P STREET, LLC and MATTHEW SHKOR, and this loan account is part of the portfolio of loan accounts that I am responsible for managing on behalf of Capital Bank, N.A.

3. A copy of the written instruments authorizing confession of judgment against the Defendants POTOMAC CONSTRUCTION 1525 P STREET, LLC and MATTHEW SHKOR are attached to the Complaint as Exhibits A, B and D.

4. Defendant POTOMAC CONSTRUCTION 1525 P Street, LLC executed the Deed of Trust Note by its Manager, Matthew Shkor, before a Notary Public, Camille C. Latini, on December 4, 2018. Potomac Construction 1525 P Street, LLC and Matthew Shkor were represented by their counsel Reed P. Sexter, Esquire at the settlement conducted by Standard Title Group, LLC. Matthew Shkor is an individual born April 7, 1976, and he is a known business customer of Capital Bank, NA. As a part of the loan approval process, Mr. Shkor represented that he has at least 14 years of formal education, that he was the founder and principal of the Potomac Construction Group of DC since at least 2003 identifying, acquiring, developing and delivering properties for sale or lease in the D.C. metropolitan area. Mr. Shkor represented that he had nearly two decades of experience in residential construction and development, and that his business was as a boutique developer of luxury urban infill residential properties. Mr. Shkor represented to Capital Bank that prior to this current transaction that he successfully built and sold high end single family homes, town homes, residential subdivisions, historic condominium conversions, ground up condominium projects and commercial spaces,

including but limited to marquis projects Il Palazzo – the former Italian Embassy, which included the entitlement, historic approval and rezoning to allow for 135 units and 135,000/sf of residential use which sold to Millcreek Development for \$16.5M; Fairlawn Estates, the revitalization and sellout of a stalled 19-home gated subdivision in the District of Columbia; The Gibson, a 31 unit condominium project in the rapidly escalating Petworth market; and 2009 Columbia Road, NW, a 7 unit luxury condo development in a historic building in the Kalorama neighborhood of Washington, D.C.

5. The amount due and owing under the instrument is:

a. Principal due on the Note:	\$ 2,779,961.00
b. Accrued interest since June 14, 2020 through August 19, 2020 at per diem rate of \$482.63:	\$ 31,853.58
c. Default interest since May 29, 2020 through August 19, 2020 at per diem rate of \$386.11	\$ 31,661.02
d. Legal fees and collection costs through August 18, 2020:	\$ 3,700.00
e. Late Fees:	\$ 739.23
f. Collateral release fee	\$ 50.00
Total:	\$ 2,847,964.83

6. The last known address of the defendants are:

POTOMAC CONSTRUCTION 1525 P STREET, LLC
1734 20th Street, NW
Suite B
Washington, DC 20009

Resident Agent:
CT Corporation System
1015 15th Street, NW
Suite 1000

Washington, DC 20005

MATTHEW SHKOR
1738 R Street, NW
Washington, DC 20009

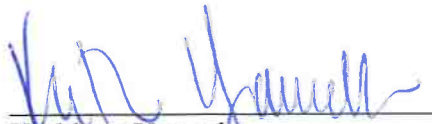
7. The instrument does not evidence or arise from a consumer loan as to which a confessed judgment clause is prohibited by Code, Commercial Law Article, § 12-311(b) or District of Columbia law.

8. The instrument does not evidence or arise from a consumer loan as to which a confessed judgment clause is prohibited by Code, Commercial Law Article, § 13-301 or District of Columbia law.

9. The instrument does not evidence or arise from a consumer loan as to which a confessed judgment clause is prohibited by Code, Commercial Law Article, § 12-607 or District of Columbia law.

I SOLEMNLY AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING AFFIDAVIT ARE TRUE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

8/19/2020
Date


Kathleen Yamada
Chief Credit Officer
Capital Bank, NA
2275 Research Boulevard
Suite 600
Rockville, MD 20850